

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.03-093
ANNUAL REQUIREMENTS FOR
LANDSCAPE MAINTENANCE SERVICES
AT VARIOUS LOCATIONS

DATE: December 14, 2004

CONTRACT PERIOD: April 14,2005 thru Dec.1,2005

CONTRACTOR: Ray's Lawn & Home Care, Inc.
503 West A St.
Lincoln, NE 68522

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Ken R. Svoboda
Telephone No.: 402/476-8614
FAX No.: 402/476-8616
E-Mail Address: ksvoboda@alltel.net

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Description	Total Lump Sum Price
Annual Maintenance	
West Highlands, N.W. 1st St., N.W. 12th St.	\$1,764.00
South 40th Center Medians, Hwy. 2 to Old Cheney	\$2,808.00
Cornhusker Hwy. - 1st St. to Adams	\$2,045.00
Monthly Maintenance	Lump Sum Price/Month
West Highlands, N.W. 1st St., N.W. 12th St.	\$83.00
South 40th Center Medians, Hwy. 2 to Old Cheney	\$110.00
Cornhusker Hwy. - 1st St. to Adams	\$83.00
Pesticide Application:	Hourly Price
West Highlands, N.W. 1st St., N.W. 12th St.	\$42.50
South 40th Center Medians, Hwy. 2 to Old Cheney	\$42.50
Cornhusker Hwy. - 1st St. to Adams	\$42.50

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

f/sharpurch/awardnotification/con03093

E.O. #71937
Dated: 12/14/04

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT, made this 14th day of April, 2003 by and between Ray's Lawn & Home Care, Inc. 503 West "A" Street, Lincoln, NE 68522 hereinafter referred to as Contractor and the City of Lincoln, Nebraska, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City wishes to engage a Contractor in accordance with terms and conditions herein to provide landscape maintenance services for the City at the designated location(s);

NOW, THEREFORE, WITNESSETH, that the parties hereto mutually agree as follows:

1. TERM

The Contractor hereby agrees to perform center medians landscape maintenance services as hereinafter set forth during the term of the Agreement beginning with date of executed agreement, through December 1, 2003, with option to renew for two (2) additional one-year term upon providing thirty (30) days written notice to Contractor prior to expiration of the Agreement.

2. RATES

- 2.1 The Contractor agrees to provide services in accordance with this Agreement at the lump sum prices and hourly rates set forth in the Contractor's Bid, attached hereto and incorporated herein.
- 2.2 The Contractor further agrees that the lump sum prices and hourly rates set forth in their submitted Bid shall remain in effect during the term of this Agreement.

2.3 Rates per proposal

ANNUAL MAINTENANCE

West Highlands, N.W. 1 st St., N.W. 12 th Street	\$1,764.00
South 40 th Center Medians, Hwy. 2 to Old Cheney	\$2,808.00
Cornhusker Hwy. - 1 st St. to Adams	\$2,045.00

MONTHLY MAINTENANCE

Lump sum price per

Month - Excluding Annual Maintenance

West Highlands, N.W. 1 st St., N.W. 12 th Street	\$ 83.00/month
South 40 th Center Medians, Hwy. 2 to Old Cheney	\$110.00/month
Cornhusker Hwy. - 1 st St. to Adams	\$ 83.00/month

PESTICIDE APPLICATION

West Highlands, N.W. 1 st St., N.W. 12 th St.	\$ 42.50/ hr.
South 40 th Center Medians, Hwy. 2 to Old Cheney	\$42.50/hr.
Cornhusker Hwy. - 1 st Street to Adams	\$42.50/hr.

3. MAINTENANCE REQUIREMENTS

- 3.1 Landscaped center median areas from curb to curb, including planted areas and mowing strip will receive scheduled maintenance and inspections by the Contractor as stipulated in this Agreement and in **APPENDIX 1** and **APPENDIX 2**, attached here to and incorporated herein.
- 3.2 **ANNUAL MAINTENANCE** (done in the Spring of the year)
- 3.2.1 Cut and remove dead vegetation from perennials and prune shrubs and trees as needed according to maintenance instructions in **APPENDIX 1**.
- 3.2.2 Rake out and remove dead leaves and litter from designated landscaped areas.
- 3.2.3 Re-establish edge of landscaped areas (i.e. plant materials that are growing over curbs need to be pruned back to the **inside back edge** of curbs).
- 3.2.4 Re-establish wood chip mulch edge of landscaped areas next to back of curbs (i.e. any spillage of wood chips onto top of curbs needs to be removed and a "V" groove edge established next to back of curbs to allow wood chip mulch to settle into groove to a height no greater than top of curbs).
- 3.2.5 Apply pre-emergence herbicide if applicable, for weed control which is approved for use in landscaped areas having established perennials, shrubs and trees (i.e. Preen or others) as approved by City.
- 3.2.6 Apply wood chip mulch to landscaped areas, three inches (3") thick minimum.

- 3.2.7 Apply post-emergence herbicides if applicable and necessary and don't allow them to come in contact with existing landscape plant materials listed in **APPENDIX 1**.
- 3.2.8 Removal of all debris from designated landscape maintenance areas.
- 3.2.9 Spray all non-planted areas with a pre-emergence.
 - 3.2.9.1 This includes all parts of the median not planted and that provide potential for weedy grasses and weedy broad leaves.

3.3 **MONTHLY MAINTENANCE**

- 3.3.1 Removal of plant material not included in **APPENDIX 1** from planted and paved areas of the median(s).
- 3.3.2 Removal of volunteer trees; removal and/or treatment of weedy grasses and weedy broad leaves from the planted and paved areas of the median(s).
- 3.3.3 Removal of litter and debris from the planted and paved areas of the median(s).

3.4 **LANDSCAPE MAINTENANCE INSPECTION REPORT**

- 3.4.1 Walk through inspections of the landscape maintenance areas will be required of the Contractor on the first and third Tuesday of each month.
- 3.4.2 Contractor shall complete and submit Landscape Maintenance Inspection Report (see **APPENDIX 2**) within two (2) days from date of inspection to:
 - City of Lincoln Parks and Recreation Dept
 - Planning Department Attn: Mark Canney
 - 2740 'A' Street
 - Lincoln, NE 68502

- 3.4.3 Such reports may also be faxed to 441-8706.

3.5 **PESTICIDE APPLICATION**

- 3.5.1 Pesticide applications will only be done by Contractor if alternative treatment methods are not effective or if tolerable insect/disease thresholds have been exceeded and chemical treatment is necessary to prevent permanent damage or death of plant materials.
- 3.5.2 Any proposed pesticide application(s) must be approved by the City before being applied by the Contractor.

4. **ADDITIONAL SERVICES**

- 4.1 The addition and/or replacement of plant materials (i.e. trees, shrubs, perennials and turf) may be requested of the contractor by the City of Lincoln Parks Department.
 - 4.1.1 Any cost associated with the installation of additional plant material, including labor and establishment period maintenance shall be submitted to the City of Lincoln Parks Department Park Planner, Mark Canney prior to installation.
- 4.2 Any plant material replaced shall include a one year warranty.
 - 4.2.1 This includes trees, shrubs and perennials.
- 4.3 Additional plant material installed by the contractor shall comply with the City of Lincoln installation standards and requirements.
- 4.4 Payment for additional services shall be consistent with the procedure(s) outlined in item 7 of the specifications (**BASIS OF PAYMENT**).

5. **TERMINATION**

- 5.1 The City reserves the right to terminate this agreement for cause at any time during the term of the Agreement upon default of the Contractor in providing landscape maintenance services in accordance with the terms and conditions contained herein.
- 5.2 The City shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to the termination of Agreement.
- 5.3 The City reserves the right to terminate this agreement in the event that the City does not appropriate sufficient funds for the continuation of the agreement into the succeeding fiscal year.

6. **INSURANCE**

The Contractor shall provide insurance in accordance with the City of Lincoln's standard insurance clause to be used for all City contracts/agreements which is hereby made a part of this agreement.

7. **INDEMNIFICATION**

- 7.1 The Contractor agrees to indemnify and hold harmless and defend the City and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including

death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this agreement.

- 7.2 The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.

8. **NON-DISCRIMINATION**

- 8.1 The parties agree that in connection with the carrying out of this agreement the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 8.2 The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- 8.3 Any breach of this provision of the Agreement shall be regarded as a material breach.

9. **DRUG FREE WORKPLACE**

- 9.1 The Contractor agrees that in the performance of this Agreement, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Agreement.
- 9.2 The City reserves the right to request a copy of the Contractor's drug free workplace policy.

10. **INDEPENDENT CONTRACTOR**

The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

11. **INVOICES**

- 11.1 All invoices for landscape maintenance services performed pursuant to this Agreement shall be submitted to the City of Lincoln Parks & Recreation Department, Planning Department, Attn: Mark Canney.
- 11.2 Invoices shall be submitted the end of July and the end of November for maintenance.
- 11.3 The Contractor's invoices shall include the job site location, date of work done, and a fully itemized list of landscape maintenance services performed.

12. **ASSIGNMENT**

This Agreement shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

13. **GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

Dated this _____ day of _____, 2003.

City of Lincoln, Nebraska

Attest

City Clerk

Contractor



Ray's Lawn & Home Care, Inc.
Company Name

503 West "A" St.
Street Address

Lincoln, NE 68522
City State Zip Code

402 / 476-5064
Telephone Number(s)

Mayor

By:

Name (Print)

Signature

Title

Don Weisely

VRS

Ken P. Soboda

VRS

Gen. Mgr.

SPECIFICATION NO. 03-093

DATE: April 2, 2003

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City below the listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers 1 through 1 are hereby acknowledged. Failure of any bidder to receive any addendum or any interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

REQUIREMENTS FOR LANDSCAPE MAINTENANCE SERVICES

WORK REQUIREMENTS

PRICE

Annual Maintenance

Total Lump Sum Price

West Highlands, N.W. 1st. St., N.W. 12th St.
South 40th Center Medians, Hwy 2 to Old Cheney
Cornhusker Hwy - 1st. St. to Adams

\$ 1764.00
\$ 2808.00
\$ 2045.00

Monthly Maintenance

Lump Sum Price Per Month
(Excluding Annual Maintenance)

West Highlands, N.W. 1st. St., N.W. 12th St.
South 40th Center Medians, Hwy 2 to Old Cheney
Cornhusker Hwy - 1st. St. to Adams

\$ 83.00/Month
\$ 110.00/Month
\$ 83.00/Month

Pesticide Application*

Hourly Price

West Highlands, N.W. 1st. St., N.W. 12th St.
South 40th Center Medians, Hwy 2 to Old Cheney
Cornhusker Hwy - 1st. St. to Adams

\$ 42.50/Hour
\$ 42.50/Hour
\$ 42.50/Hour

***NOTE: Any pesticide application treatment for an insect/disease infestation identified by the Contractor must be approved by the City before being done by the Contractor. The Contractor must also provide to the City the amount of time it will take to do the pesticide application treatment that is being recommended by the Contractor and this will be the basis for the actual amount that the Contractor can invoice the City if given approval to do the treatment.**

Contract Extension Renewal is an Option (Subject to mutual consent by Contractor and City)

YES xxx NO

TERM PRICE CLAUSE: BIDDER MUST STATE

A. Bid prices firm for the full contract period: _____; or

B. Bid prices subject to escalation/de-escalation: 4% increase

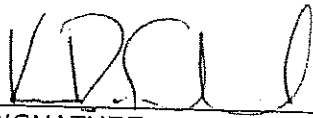
C. If (b), state period for which bid prices will remain firm through Dec. 1, 2004

AFFIRMATIVE ACTION PROGRAM: Successful bidders will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures, and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN TWO (2) COMPLETE COPIES OF PROPOSAL AND SUPPORT MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. 03-093**

Ray's Lawn & Home Care, Inc.
COMPANY NAME
503 West "A" St.
STREET ADDRESS OR P.O. BOX
Lincoln, NE 68522
CITY, STATE ZIP CODE
476-8614 476-8616
TELEPHONE No. FAX No.
47-0701203
EMPLOYER'S FEDERAL I.D. NO. OR
SOCIAL SECURITY NUMBER


SIGNATURE
Ken R. Svoboda
PRINT NAME
General Manager
TITLE
2 April, 2003
DATE
30 days
TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>